

Steven Goodkind, P.E.  
Director of Public Works

Patrick Buteau  
Assistant Director  
Parking & Fleet Services



645 Pine Street Suite A  
Post Office Box 849  
Burlington, Vt. 05402-0849  
(802) 863-0460 BUS • (802) 863-0466 FAX  
(802) 863-0450 (T.T.Y) For Hearing Impaired  
pbuteau@ci.burlington.vt.us

## MEMORANDUM

To: TEUC Members / BOARD of FINANCE  
From: Patrick Buteau, Asst. Director  
Subject: Changes to South End Parc Shuttle Operations  
Date: May, 31, 2012

The Department of Public Works has been leasing 350 parking spaces at the Gilbane parking lot on Lakeside Avenue since March of 2002 to support the South end Parc Shuttle operated by CCTA.

As downtown businesses changed ownership and corporate parking policy's changed, the leased spaces have become extremely underutilized with between 20 and 30 users currently taking advantage of the shuttle lot.

In March, 2012, the Department sent notice to Gilbane that effective June 30, 2012 we would be terminating our lease and giving up the 350 spaces which is costing the department approximately \$45,000 annually.

We are proposing to temporarily move the remaining 20-30 shuttle users to the Champlain Parkway parking area at the end of Pine Street. Parking on the Parkway is already being leased to Howard Center through a license agreement executed in June of 2006. We are proposing to share that parking area with CCTA (see attached map) and are developing a similar license agreement for CCTA that would allow them to utilize the Parkway for a shuttle stop. We have met with the Howard Center and they are agreeable to the shared use.

By capturing traffic at the beginning of Pine Street, we are eliminating that traffic from the Pine Street corridor and secondly, improving CCTA's level of service on the Pine Street Corridor by not having to divert off Pine Street for shuttle pickups. This is a win win for both the neighborhood and the transit riders utilizing the shuttle.

Copy: Steve Goodkind, Director Public Works  
Mayor Miro Weinberger

Sponsors:

Resolution Relating to:

License Agreement with CCTA

In the year Two Thousand and Twelve.....

Resolved by the City Council of the City of Burlington, as follows:

**WHEREAS**, the Department of Public Works has terminated a lease agreement in which the City had been leasing 350 parking spaces at the Gilbane parking lot on Lakeside Avenue due to extreme underutilization; and

**WHEREAS**, the City needs and wants to maintain the South end Parc Shuttle service which is operated by the Chittenden County Transportation Authority (CCTA); and

**WHEREAS**, there are between 20 and 30 users currently utilizing the South end Parc Shuttle; and

**WHEREAS**, the City has leased parking in the Champlain Parkway parking area at the end of Pine Street to the Howard Center since 2006; and

**WHEREAS**, there is more than sufficient space at the Champlain Parkway parking area to also accommodate the parking needs for the South end Parking Shuttle; and

**WHEREAS**, both CCTA and the Howard Center are amenable to this proposed additional licensed use of the Champlain Parkway parking area; and

**WHEREAS**, the Board of Finance reviewed the attached proposed License Agreement (attached) at its scheduled meeting on Monday, June 4, 2012 and recommended that the City Council authorize execution of same, subject to the review and approval of the City Attorney.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby authorizes Steve Goodkind, Director of the Department of Public Works to execute the attached License Agreement with CCTA for the South end Parc Shuttle, subject to the review and approval of the City Attorney.

CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS  
LICENSE AGREEMENT

This License Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Burlington, a municipal corporation having its situs in the City of Burlington, County of Chittenden, and State of Vermont, hereinafter called "LICENSOR" and the Chittenden County Transportation Authority, hereinafter called "LICENSEE".

WHEREAS, the LICENSOR is the owner of the herein described property, which was acquired for Project Burlington M 5000 (1) and is not immediately required for highway purposes, and

WHEREAS, it has been requested by LICENSEE to occupy said property as is, on a temporary basis, not to extend beyond the earlier of (a) the date on which LICENSEE notifies LICENSOR that such occupancy is no longer required, or (b) the date on which such property is required by said LICENSOR for highway purposes, and

WHEREAS, LICENSOR is willing to comply with said request, provided that LICENSEE, as a condition to the occupancy of said property, joins in the execution of this license agreement for the purpose of accepting each and every condition herein set forth, INCLUDING ALL COVENANTS AND CONDITIONS SET FORTH HEREIN, during the occupancy of said property by the LICENSEE.

NOW, THEREFORE, THIS LICENSE AGREEMENT AS FOLLOWS,  
WITNESSETH: That for and in consideration of the rent hereinafter reserved, and the acceptance by the said LICENSEE of each and every term and condition as herein set forth in this license agreement, the LICENSOR does hereby authorize LICENSEE to occupy the following described property, viz:

Being part of the same land and premises acquired by LICENSOR from the State of Vermont. The licensed property is located just northeast of the intersection of Pine Street and Queen City Park Road and contains 0.46 acres, more or less, as shown on the attached site plan.

Reference may be had to sheets 56 and 58 of 404 of the Preliminary Plans of highway project Burlington MEGC M5000(1) dated April 15, 2005.

NOW THEREFORE, in consideration of the above and the mutual covenants and premises hereinafter stated:

1. The term of this license agreement shall commence on the 1st day of June 1 2012, and shall continue entirely at the pleasure and will of the LICENSOR until the earlier of (a) the date on which LICENSEE notifies LICENSOR that such occupancy is no longer required, or (b) the date on which such property is required by said LICENSOR for highway purposes, subject to the provisions for notice of termination prior to the expiration of this license term set forth in sections 9, 10 and 12.
2. LICENSEE shall furnish to the LICENSOR as rent, the sum of \$1.00 per month for

the entire license term. LICENSEE will also pay the cost of all electricity, gas, water, and other charges and expenses, if any, which may be assessed against the property, and will assume the cost of any and all maintenance, repairs and upkeep deemed necessary or desirable by the LICENSEE to keep the premises in a safe or desirable condition.

3. The LICENSEE will keep each and every portion of the property in a safe and desirable condition during the entire occupancy thereof, will keep the same in a clean and presentable condition and will not use or permit the use of the property for any purpose or purposes other than a temporary parking lot for use by the Licensee while plans are developed for the South End Transit Center. Lighting may be installed only with prior authorization from the LICENSOR.

The temporary use of the premises by the LICENSEE for the above purpose does not in any way create a permanent right in the licensed premises, nor oblige the LICENSOR to replace the licensed premises as required under 23 C.F.R. 771.135, Section 4F.

4. Use of airspace above, at or beneath the established gradeline of the highway shall provide sufficient vertical and horizontal clearances for the construction, operation, maintenance and ventilation of the highway, and will not interfere with visibility or reduce the sight distance or in any way interfere with the safety and free flow of traffic on the highway facility.
5. The LICENSEE will not at any time assign this license agreement or sublet the property herein described, or any portion thereof, without prior consent in writing of the LICENSOR, nor will the LICENSEE reconstruct, make any alterations or additions to the property, without first obtaining written permission in advance from the LICENSOR. Any such alterations or additions that might be authorized by the LICENSOR shall be done at the sole cost and expense of the LICENSEE, it being understood and agreed that, upon termination of this license agreement by either party for any cause whatsoever, the LICENSOR shall be under no obligation to reimburse the LICENSEE for any such alterations or additions. The LICENSOR reserves the right of ingress and egress to all of the licensed premises for the purpose of inspection, maintenance, and reconstruction of the existing highway facility and will not be held liable for any damages from any cause whatsoever to trees, ground cover, bushes, shrubs, vines or other vegetation or anything else resulting from the performance of such work.
6. If the premises be totally destroyed by fire or other causes, this license shall terminate immediately. In the event of partial destruction or damage as to render the premises temporarily untenable for the purposes of this license, either party may terminate this license by giving ten (10) days notice in writing measured from the date of such partial destruction or damage.
7. The LICENSEE shall save the CITY OF BURLINGTON, its Officers, Agents and

Employees harmless from any and all claims or demands of any nature whatsoever from any persons occupying, serving, or visiting the property hereby licensed due to any damages or injury sustained by said persons while on said property. The LICENSEE further releases the LICENSOR, its Officers, Agents and Employees from any and all claims or demands for damages or injuries of any nature whatsoever attributable to the use and occupancy of the premises. The LICENSEE will either purchase or extend its liability insurance to cover the premises herein licensed along with personal property insurance. LICENSEE will provide proof of insurance naming the City of Burlington as an additional insured, to the LICENSOR prior to occupancy of the licensed premises.

The above insurance shall be placed with an insurance company authorized to do business in the State of Vermont. Said policy shall provide that said insurance shall not be terminated or canceled without thirty (30) days notice to the LICENSOR. Renewal certificates shall be forwarded to LICENSOR within ten (10) days of renewal.

8. During the term of this license agreement, the LICENSEE shall not deposit, handle, dispose, treat, maintain or store any toxic or hazardous waste materials or contaminants upon said premises. The LICENSEE shall defend, indemnify and save the LICENSOR harmless from any claims, causes of actions, penalties, fines or other assessments, or the expense and cost of cleanup arising out of or in connection with said hazardous or toxic materials or contaminants upon said premises caused by the LICENSEE.
9. LICENSOR shall be the sole judge of what shall constitute a violation of the above special provisions, or the failure of the LICENSEE otherwise to abide by any of the covenants herein contained, and may order an immediate discontinuance of the practices, or the performance of any of the work by giving the LICENSEE notice in writing; failure of the LICENSEE to comply with said notice within a reasonable period of time, shall give the LICENSOR right to terminate this license agreement forthwith and take full and immediate possession of the property, any State, Municipal or other Statute or Regulation to the contrary notwithstanding.
10. This license agreement, with all its provisions and covenants shall continue in force until the expiration of the period above mentioned, with the understanding that the LICENSOR may terminate the same at any time by giving at least thirty (30) days notice thereof in writing, and may thereafter take full and complete possession of the property hereby licensed, at the end at the end of said thirty (30) day period, any State, Municipal or other Statute or Regulation to the contrary notwithstanding. Further, full and unencumbered title to the licensed property will revert to the LICENSOR without compensation to the LICENSEE.
11. The LICENSEE also agrees to the following conditions from the State of Vermont's Agency of Transportation:

- a. Barrier should be placed at easterly end of parking area to positively prevent vehicles from going around ends to get onto I-189.
  - b. Any pavement markings applied by the LICENSOR shall be removable tape that can be removed without scarring or marking the existing pavement.
  - c. Winter maintenance shall be the responsibility of the LICENSEE.
  - d. LICENSEE shall regularly sweep the parking area to remove sand, dirt, oils and greases. This area is within the watershed of impaired Potash Brook.
  - e. LICENSEE shall provide LICENSOR and VTrans with a spill control plan for fluid leaks from the parked vehicles.
12. The LICENSEE may terminate this license agreement at any time by giving at least thirty (30) days notice in writing, specifying in said notice the day (and the time of day) on which possession of the premises will be surrendered. The LICENSEE will not vacate or leave said property unattended on the day of surrender thereof until the LICENSOR'S representative shall have sufficient time to inspect the property prior to taking formal possession thereof. In the event that the LICENSEE shall terminate this license agreement in accordance with the above provisions, payment of rent shall cease at the end of the said thirty (30) day period, or at the end of the day on which possession shall be surrendered, whichever shall last occur. The term "possession" as used in this agreement is considered to mean quiet and peaceful possession of the property, in as good condition as when received, natural wear and decay of the property excepted.
13. All references herein to approvals, consents and notifications shall be made in writing by certified or registered mail to the following:
  - A. As to LICENSOR: City of Burlington  
Public Works Department - Director  
645 Pine Street  
Burlington, VT 05401
  - B. As to LICENSEE: Executive Director, Chittenden County  
Transportation Authority,
14. In connection with the licensed premises, the LICENSEE agrees to comply with all applicable statutes, rules and regulations established by appropriate local, State or Federal authorities.

15. No statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representatives or agents of the LICENSOR, shall be binding on or of any effect against the LICENSOR.

16. This license agreement is binding on both parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City of Burlington has caused its name to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by its Director of Public Works duly authorized to do so.

IN PRESENCE OF:

CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS  
(LICENSOR)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ P.E.  
Steve Goodkind  
Its Director of Public Works  
and Duly Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, this \_\_\_\_\_ day of \_\_\_\_\_ 2012, personally appeared Steve Goodkind and he acknowledged the foregoing instrument by him executed to be his free act and deed and the free act and deed of the City of Burlington.

Before me \_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the Chittenden County Transportation Authority has caused its name to be hereunto subscribed, this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by its Director, \_\_\_\_\_, duly authorized to do so.

IN PRESENCE OF:

CHITTENDEN COUNTY  
TRANSPORTATION AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_  
Duly Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, this \_\_\_\_\_ of \_\_\_\_\_, 2012, personally appeared \_\_\_\_\_ and he/she acknowledged the foregoing instrument by him/her to be his/her free act and deed, and the free act and deed of the said Chittenden County Transportation Authority.

Before me, \_\_\_\_\_  
Notary Public



Parkway Parking

Howard Center  
0.433 Acres  
Approx. 59 Cars

CCTA  
0.48 Acres  
Approx. 63 Cars



1 inch = 30 feet